

Lone Tree CSD Lone Tree EA

7/1/2006 6/30/2007

MASTER CONTRACT

2006-2007

LONE TREE COMMUNITY SCHOOL

AND

LONE TREE EDUCATION

ASSOCIATION

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ARTICLE I

SICK LEAVE

Sick leave shall be defined as personal illness of employee, disability of the employee, or employee's medical doctor appointment which cannot be obtained outside of the school day or year. At the sole and exclusive discretion of the building administrator an employee may be allowed to go to a local doctor or dentist appointment during a preparation period or other convenient time which can be mutually arranged.

Accumulated Benefits

As of the 1976-77 school year, all employees are entitled to fifteen (15) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with a maximum of one hundred twenty (120) days. An employee on an extended contract shall be entitled to one (1) additional sick leave day for each twelve (12) working days beyond the normal contract. The above amounts shall apply only to consecutive years of employment in the District. The Board may, in each instance, require such reasonable evidence as it desires confirming the necessity for such leave of absence.

Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days upon request.

ARTICLE II

TEMPORARY LEAVES

Employees shall be entitled to the following temporary, non-accumulated leaves of absence with full pay each school year.

Personal

Each employee may take two (2) personal days per year, the purpose for taking the days off from teaching duties being left to the discretion of the individual teacher. Detailed plans for class activities should be arranged with the Principal as far in advance as possible. Not more than three (3) teachers may be on personal leave on any given day. Personal days cannot be used the day before or the day after a holiday, vacation day, or on a full-day inservice except in extenuating circumstances as determined by the superintendent or designee.

Jury and Legal

Any employee called for jury duty during the school hours or subpoenaed as a witness in any judicial proceeding shall be entitled to full pay minus any fee received for such duty.

Professional

Each teacher is granted the right to take one (1) school day for conference and workshops of his/her choice, details to be worked out for class duties with the Principal well in advance. An additional day or days may be granted for this purpose at the discretion of the Board or Administration. The Board herein limits its financial obligation for this type of activity to the cost of the substitute teacher, if necessary, and one hundred fifty dollars (\$150.00) maximum provided receipts and/or invoices are presented for room, travel, meals, and registration combined. The balance is to be paid by the participant unless the conference or workshop attendance is requested by the Administration or the Board. Accompanying students on field trips or to conference shall be considered a day of service and not a professional or personal leave.

Bereavement

Up to five (5) days shall be granted at any one (1) time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, grandparent, father-in-law, mother-in-law, brother, sister, parent, brother-in-law, sister-in-law, and any other member of the immediate household. A limit of one (1) day bereavement (per incident) leave will be granted for friends or relatives not in the immediate family. If an employee does not use a bereavement day during the year, the employee may carry the unused bereavement day into the following year. If an employee carries one day over to the following year, the employee is still entitled to only one day per incident, but the employee does have the unused day that they may attach to an incident if they desire. Since only one day has been carried over, only one such attachment may occur in any given year.

Association

The Association will be granted three (3) days leave, the Association will pay the cost of the substitute teacher.

Family Illness

An employee will be granted ten (10) days of leave of absence in the event of illness or injury to an employee's immediate family member (spouse, parent or child). The ten (10) days of family illness will be deducted from the employee's accumulated sick leave.

ARTICLE III

EXTENDED LEAVES OF ABSENCE

Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993 and the regulations implementing the Act. No provisions of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

Military

As provided by Chapter 29A, Code of Iowa

Educational

A leave of absence of one (1) school year may be granted at the sole discretion of the Board of Directors upon written application by an employee for the purpose of engaging in study in an accredited college or university. The field of study shall be reasonably related to the employee's assignment at the Lone Tree Community School. Such leave shall be without pay or other benefits and shall not receive credit for advancement on the salary schedule.

Application for such leave shall be submitted to the Board of Directors not later than April 15th of the academic year preceding the academic year for which leave is requested. The date the employee intends to return to work shall be stipulated in the application for leave.

Upon expiration of the leave, the employee shall be returned to his/her former position; or, if the former position does not exist, to another position for which he/she is qualified, as determined by the Superintendent.

The employee shall be required to verify in writing, not later than March 15th of his/her intention to return to work at the opening of school the following fall.

Failure of an employee to verify his/her intent to return to work on or before the above date shall serve to terminate said employee's rights to re-employment and shall relieve the district of all obligations under the terms of this agreement to re-employ said employee.

ARTICLE IV
REDUCTION OF STAFF

When, in the sole, exclusive and final judgement of the Board of Education a reduction in staff is deemed necessary, the procedure set forth in this article shall be followed.

The Board will first determine what areas of the school operation shall have a staff reduction and the number of employees to be placed upon staff reduction without pay or benefits. The Administration will recommend to the Board the individual employee to be placed upon staff reduction according to the following steps:

Step 1: Normal attrition, within the areas previously determined resulting from staff members retiring or resigning will be relied upon as the first step for determining who is placed upon staff reduction.

Step 2: If there is a choice of staff members to be reduced and some have temporary certification, the employee or employees with temporary certification shall be next to be placed upon staff reduction.

Step 3: The staff members in categories A, B, and C with lowest point total as determined below.

Four (4) points shall be awarded for each year of experience gained as a certified employee under contract to the Lone Tree Community School.

Two (2) points shall be awarded, to any teacher hired prior to June 1st 1992, for each year of experience gained as a certified employee under contract to another school.

In case of a tie existing above the employees date of hire shall be used. If the employees have the same date of hire they will draw lots for seniority placement.

Staff reduction shall occur in the following categories (A,B,C):

A. K-5 Regular classroom

B. Secondary Grades 6-12 by subject area:

1. English
2. Journalism
3. Math
4. Science
5. Social Studies
6. Business Education
7. Home Economics
8. Agriculture
9. Industrial Technology
10. Spanish

C. K-12 by subject areas

1. Art
2. Band
3. Choral Music
4. Counselor
5. T.A.G.
6. S.C.I.
7. Resource Room
8. Physical Education
9. Title I
10. Media Center

1. Employees shall be placed into subject areas in which they have had previous teaching experience within the last three (3) years which always includes the current year* except that an employee may not have seniority (seniority shall be as defined in Step 3) in more than two (2) subject areas. Employees will retain and accumulate seniority in the one (1) or two (2) subject areas that they are placed. If the employee has taught in more than two (2) subject areas in the last three (3) years the employee is to notify the district of the two (2) subject areas they choose for placement by the 15th of January of each year. The subject area must be areas they are currently teaching in or have taught in during the previous two (2) school years (i.e., the employee gets to choose the subject areas from a three [3] year period of time; the current year plus the preceding two [2] years).

*(1992-93; i.e., retroactive)

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2. After the number and names of the employee to be placed on staff reduction is determined by the Administration it will notify the employee in writing in accordance with the Iowa code.

An employee, upon notification of a reduction, may replace a less senior employee in category A from which he/she is placed starting with the least senior. In categories B and C the employee may replace a less senior employee in either one of the two (2) subject areas that the employee has more seniority.

An employee who has been involuntarily transferred from one category to another, or who has voluntarily transferred pursuant to a request of the Administration, shall retain and accrue rights in the previous category or subject area that they were in for a period of three (3) year. For example: John Doe is teaching in K-6 (category A) and is transferred to Chapter I (category C). The next year Chapter I is reduced. Doe retains rights to Category A and could replace someone in that category who has less seniority. Likewise, the employee retains recall rights to both categories provided the conditions of a recall are satisfied per paragraphs 4 and 5 below.

3. If it does become necessary to reduce a teaching position, extra duty assignments shall in no way be a factor in determining which employee shall be reduced.
4. Employees shall retain their rights to reemployment after a layoff for a period of two (2) years following the date of the layoff. Employees will be recalled from layoff in the reverse order of their layoff provided they have the necessary qualifications as determined by the Board for available vacancy.

5. The Administration shall provide written notice to staff members(s) affected by recall. Employees on recall shall advise the Superintendent of their current address during the recall period.

An employee shall be notified of recall in writing by the District by certified mail to the employee's last known address. The employee shall accept or reject the position by certified mail to the Superintendent within ten (10) calendar days of the mailing of the notice. If the employee fails to respond within the ten (10) day calendar period the employee will be deemed to have refused the position offered and all recall rights shall be terminated.

Any employee exercising their recall rights shall be placed on the next available sequential step of the salary schedule with sick leave and benefits earned up to the time of the layoff. An employee on recall shall not accrue any sick leave, benefits or experience on the salary schedule.

Employees temporarily hired to fill a vacancy created by the awarding of a leave of absence, or to fill a vacancy arising after September 1st of the contract year, shall not be eligible for the recall rights established in the Article.

Seniority List

The School District shall prepare a teacher seniority list based on seniority as defined in Article VI, Step 3. The list shall include each teacher's name, number of years of continuous, full-time or part-time employment in the School District, category and subject areas in which they are placed, and seniority rank number.

The teacher seniority list will be posted in the school building by November 1 and will be updated if revised prior to February 1, of each contract work year as established by the school calendar. Employees have twenty (20) working days to raise objections to their seniority ranking. Any objections are waived if not made within the twenty (20) working days.

ARTICLE V

INSURANCE

The Board agrees to provide all employees the following insurance protection:

Health and Major Medical-For each employee who applies and can qualify for participation in the group, the Board will pay up to three hundred dollars (\$300.00)/month in a Health/Accident Major Medical Program. In case of a change in vendor, benefits and coverage will not be reduced below the level of the Blue Cross Comprehensive 365, the Blue Shield UCR, or the Blue Cross Major Medical Plan in force on October 30, 1981, at Lone Tree Community School.

For each regular employee on less than a full-time contract who applies and can qualify for participation in the group, the Board will pay a prorata share in the Health/Accident Major Medical Program.

The Board will pay the cost for a combination of group long term disability and a minimum of fifteen thousand dollars (\$15,000.00) term life insurance for each employee.

The Board agrees to establish and maintain a Section 125 salary reduction plan. Employees who wish to participate shall annually execute an agreement to reduce their salaries for distribution to include the following: Medical insurance premiums, unreimbursed medical expenses, dependent care, and life insurance premiums, dental and vision premium and supplemental disability premiums.

Worker's Compensation-Each employee is covered by Worker's Compensation.

School Liability-Each employee is provided liability insurance covering job-related performance of duties.

Each employee is covered by an Errors and Omissions Insurance Policy and a one million dollar (\$1,000,000.00) Umbrella Liability Policy.

Continuation

Employees on nonpaid leave for a month or longer shall have the option to continue the health/medical insurance, provided the vendor deems them eligible, by paying the premium themselves to the business office by the first (1st) of the month. If payment is not made on or before the specified date, the employee shall be dropped from the program.

ARTICLE VI

SAFETY PROVISIONS

Facilities

Each employee will be provided with a serviceable desk, chair and lockable storage for his/her primary teaching station.

Use of Reasonable Force

An employee may within the scope of his/her employment as a last resort, use and apply such amount of force as lawful, reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and, for the protection of persons' or property.

Reporting Assaults

Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor.

ARTICLE VII

DUES DEDUCTION

Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues by September 1st. It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards for the deduction. A new dues check-off authorization card must be submitted each year.

Regular Deduction

Pursuant to deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) days following each regular pay period, and a listing of the employees for whom deduction was made.

The Association agrees to indemnify and hold harmless the Board, each individual Board member, Board Secretary, and all administrators against any and all association claims, costs, suits, or other forms of liability and court costs arising out of the provisions in the agreement between the parties for dues deductions.

ARTICLE VIII

EMPLOYEE EVALUATION

Probationary employees shall be formally evaluated a minimum of twice each school year. Non Probationary employees will be formally evaluated at least once a year.

Within six (6) weeks after the beginning of each school year teachers shall be acquainted by a member of the administrative staff with the evaluation procedures.

Results of the minimum number of formal classroom observations, shall be in writing, with a copy to be given to the teacher, and shall be preceded by an in-class observation of the teacher's performance.

The evaluator shall have a meeting with the teacher within two (2) weeks following the classroom observation and prior to submission of the written evaluation report to the Superintendent. Both teacher and Principal shall sign the report. The teacher's signature merely means the teacher has read the report.

The teacher shall have the right to submit, within ten (10) working days of the evaluation conference, a written explanation or other written statement regarding the evaluation for inclusion in his/her personnel file. The teacher shall also have the right to grieve an adverse evaluation through the grievance procedure on the grounds that the evaluation procedure was not followed, or the evaluation criteria were ignored or improperly applied, or the evaluation was inaccurate. A probationary employee (Iowa code section 279.19) may not grieve their evaluation during their probationary period.

All formal evaluation of classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher.

ARTICLE IX

EMPLOYEE WORK YEAR
(In-School Work Year)

Regular Contract

The In-school work year for employees contracted on a nine (9) month basis (other than new personnel who may be required to attend an additional day of orientation) shall not exceed one hundred eighty-four (184) days in which two (2) will be nonstudent contact work days and two (2) can be used for an inservice.

Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required.

Non-Attendance

Employee attendance may be required whenever student attendance is not required due to inclement weather or other emergency closings.

Holidays

The regular employee contract shall include six (6) paid holidays making a total of one ninety (190) contract days. No employee shall be required to perform duties on any of the holidays.

Paid holidays to be as follows: Labor Day, Thanksgiving, Christmas, New Year's Day, Memorial Day and Washington's Birthday.

Vacations

Vacations shall include: Friday after Thanksgiving, Friday before and Monday following Easter. One (1) Monday or Friday in October, one (1) Friday or Monday in March or April (whichever does not have Easter vacation), and at least seven (7) week days at Christmas. The Board, Administration and Association shall designate which holiday or vacation day shall replace a day of school lost because of inclement weather or other emergency. If an agreement cannot be reached make-up day/days shall be added at a time other than holidays or vacation days.

ARTICLE XEMPLOYEE HOURS AND LOADLength of Day

The regular work day for all employees will not exceed eight (8) hours, with the exception of days on which teacher's meetings, parent-teacher conferences, contractual obligations, or ticket-taking occur. Elementary teachers will work one (1) evening a year in excess of the eight (8) hour day if requested by the Administration. None of these duties may take place on Fridays, days preceding holidays or vacations with the exception of ticket-taking and contractual obligations.

Arrival and Dismissal

The employee's work day shall be from 8:00 A.M. to 4:00 P.M. except as noted in paragraph above. However, on Fridays and days preceding holidays or vacations, the employees work day shall end after the buses have left. The Administration shall have the right to shorten the employees work day in cases of inclement weather or for any other reasons.

TEACHING LOADJunior and Senior High School

The daily teaching load in the Junior and Senior High School shall be not more than six (6) teaching periods. A seventh period of Teaching (which may be an Independent Study) may be worked out upon mutual consent of the certified teacher and the principal/superintendent. A mutually agreed upon compensation shall be worked out between the administrator and the teacher. To be compensated, the extra teaching assignment must be initiated by the administrator. In the assignment of teaching load every effort will be made by the Board or Administration to limit the number of preparations of any one (1) teacher to a maximum of five (5). No one will be required to give up his/her Prep period except in an emergency.

Elementary School

The teaching load in the elementary school for each teacher shall not exceed on the average six (6) hours of teaching per day. An uninterrupted preparation period of at least twenty-five (25) minutes will be given daily to each employee except in case of emergency.

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3 **Leaving the Building**
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5 Employees may leave the building without requesting permission during duty-free lunch periods
6 and with permission during their preparation time. However, administration or office personnel
7 will be informed of his/her absence at any time during the work day.
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10 **Employee Bus Driving**
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12 Employees acting as substitute or regular bus drivers will be excused from that portion of the
13 employee work day necessary to perform bus driving activities without loss of regular
14 compensation. Employee bus drivers will be paid the rate regular drivers receive for the same bus
15 driving. If a physical is required, it will be paid for by the District.
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18 **Notice of Agenda**
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20 The notice of an agenda for any teacher's meeting shall be given to the employees. Employees
21 may have the opportunity to suggest items for discussion at the teacher's meeting.
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24 **Part-time Employees**
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26 Employees hired prior to the 1994-1995 school year who provide instruction of 141 minutes or
27 more per day shall receive full preparation time. Employees working less than 141 minutes per
28 day will not be eligible for preparation time. Employees who are hired for the 1994-1995 school
29 year and thereafter who receive a half-time or more contract shall have their preparation time pro-
30 rated. Employees who receive less than half-time contract will not be eligible for preparation
31 time.
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ARTICLE XI

SALARIES AND WAGES

Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule 1, which is attached hereto and made a part hereof.

Placement of Salary Schedule

Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement. Any employee hired prior to the beginning date of the second (2nd) semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

Credit for Experience

Credit up to the ninth (9) step of any salary level on the employee Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment. This credit may include two (2) years compulsory military experience or alternative civilian service by the Selective Service System.

Advancement on Salary Schedule

Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Lone Tree District for ninety (90) consecutive teaching days or more in one (1) school year. All placement shall be determined as of September 1 annually.

Educational Lane Advancement

Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one (1) educational lane to another he/she will present an official transcript from an approved teacher training institution. Credits must be in an area that will be judged by the Superintendent to improve the teacher's performance in his/her contracted instructional area. All credits earned for advancement must be graduate credit hours from an accredited institution. While credits earned through an AEA, or LEA, or through some other group study may count toward renewal for teacher certification, only those taken for graduate credit may count toward lane advancement. The Superintendent shall give approval/disapproval in writing in advance of earning credits of the employee if the employee issues a description of credits. The Superintendent shall also give a written evaluation of credits earned beyond the BA before coming to Lone Tree when requested. All placement shall be as of September 1st annually. The Superintendent will grant temporary placement status pending arrival of official college transcript which proves successful completion and credit received. Any salary advancement granted for which official proof is not received within the academic year shall be deducted from succeeding pay periods.

Board Requested Credits

When an employee pursues course work at the request of the Board or its duly authorized representatives, the employee shall be compensated by the Board for tuition.

Method of Payment**Pay Periods**

Each employee shall be paid in twelve (12) equal installments on the fifteenth (15th) of each month. Employees shall receive their checks at the school and on regular school days.

Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

Summer Checks

Summer checks shall be mailed to the address designated by the employee.

ARTICLE XII
TRANSFER PROCEDURES

Definition

The assignment of an employee to a different job classification, grade level, or subject area shall be considered a transfer.

Voluntary Transfer

The Board shall post for a minimum of seven (7) days, a list of the anticipated vacancies which may occur during the school year and/or for the following school year as soon as the Board is sure of said vacancy.

All employee requests for transfer to such available positions shall be made in writing to the Superintendent giving specific reasons for requesting the transfer. Such request for transfer to posted vacancies must be filed within ten (10) days of the posting.

In the event a voluntary transfer is requested by more than one (1) employee, the employee with proper certification and most seniority will be given first priority.

Written notice of transfer shall be given to the employees concerned as soon as practicable.

Involuntary Transfer

An involuntary transfer will be at the discretion of the Administration.

An employee will be notified in writing of any intended transfer and shall be entitled to a conference with the Superintendent to discuss the reasons for said transfer.

In the event an employee is unwilling to accept an involuntary transfer, he/she shall have the right to resign with the guarantee of acceptance by the Board at no financial liability to the employee for the cost of hiring a replacement.

ARTICLE XIII

GRIEVANCE PROCEDURE

Definition of a Grievance

A grievance is a claim by an employee, group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of the master contract.

Grievance involving written board policy or regulations of the Board or the representatives of the Board not stated in the Master Contract, individual contract, or supplemental contract will not proceed beyond step three of the grievance procedure and a decision of the Board on these will be final. Grievance involving the Master Contract, individual contract or supplemental contract may be taken to step four of the grievance procedure at the option of the Association.

Who May File

Every employee or group of employees covered by this agreement shall have the right to file grievances in accordance with these procedures.

Loss of Grievance Rights

The failure of an employee or the Association to file or process any grievance procedure within the prescribed time limits will act as a bar to any further pursuit of such grievance. An administrator or board's failure to act on a grievance within the time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.

Interruption of Instructional Program

It is agreed that the processing of any grievance will be conducted in such a way as to cause no interference with the instructional program of the school.

Association Representation

A grievance may be filed and processed by the Association on behalf of itself or a group of employees. The Association may advise an employee through any step of grievance but may only be present and represent the employee at the second (2) or subsequent steps. No grievance will go to arbitration without approval of the Association.

Procedure

Step One - Principal (Informal)

Any attempt shall be made within ten (10) calendar days to resolve any grievance in an informal verbal discussion between grievant and his/her Principal.

Step Two - Principal (Formal)

If the grievance cannot be resolved informally, the aggrieved shall file the grievance in writing within ten (10) calendar days of the Principal's informal decision, stating the nature of the grievance, the specific clause or clauses being grieved, and the remedy requested. The Principal may meet with the aggrieved at a mutually agreeable time to discuss the grievance. The Principal shall indicate his/her disposition of the grievance in writing within ten (10) calendar days of the presentation of the formal grievance and shall furnish a copy thereof to the Superintendent and the aggrieved.

Step Three - Superintendent

In the event a grievance has not been satisfactorily resolved at the second (2) step, the aggrieved shall file, within ten (10) calendar days of the Principal's written decision, a copy of the grievance with the Superintendent. Within ten (10) calendar days after such written grievance is filed, the aggrieved and the Superintendent shall meet to resolve the grievance. The Superintendent shall file a decision within ten (10) calendar days of such meeting and communicate it in writing to the grievant, the Principal and the Board.

Step Four - Arbitration

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grievant within twenty (20) calendar days from receipt of the Step Three decision to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the two (2) parties within five (5) calendar days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) calendar days, the Federal Mediation and Conciliation Agency or PERB will be requested to provide a panel of five (5) arbitrators. Each of the two (2) parties will alternately strike one (1) of the names from the panel until only one (1) shall remain. The remaining name shall be the arbitrator. The written decision of the arbitrator shall be binding on both parties.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

Cost

Expenses for the arbitrator's services shall be borne equally by the Board and the Association.

Arbitrator's Decision

The arbitrator in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of any agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Master Contract, individual contract or supplemental contract.

ARTICLE XIV

FINALITY OF AGREEMENT

Section 1. This agreement supersedes and cancels all previous agreements and practices between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

Section 2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this agreement. Therefore, the School District and the Association for the life of the Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. However, negotiations may be reopened on the current contract by mutual agreement.

ARTICLE XV

DURATION

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

LONE TREE COMMUNITY
SCHOOL DISTRICT
For the Employer:

By: Michael Reeves
Michael Reeves, Superintendent
Chief Negotiator

Date: 3-21-06

By: Jim Loan
Jim Loan, President
Board of Directors

LONE TREE EDUCATION
ASSOCIATION
For the Employees:

By: Thomas L. Dickey
Thomas Dickey,
Chief Negotiator

Date: 3-21-06

By: Jill Welter
Jill Welter, President
L.T.E.A.

Schedule A

PHASE II SUPPLEMENTAL MONIES

A. Phase II monies will be paid in monthly installments and distributed as follows:

1. After deductions for IPERS and FICA, the Phase II monies will be distributed to staff based on the same proportion that the teacher's salary is to the total of all teachers' salaries not including supplemental pay.
2. The District's total financial responsibility to the staff will be limited to distributing monies actually received from the State.
3. Payments to be made to teachers using the same procedure as in 1987-88. (i.e. ten monthly payments commencing in November).
4. Phase II monies shall not be used as a basis for calculating any payment due under the Master Contract such as but not limited to: Extended Contracts and Supplemental Contracts.
5. Part-time employees will receive a pro-rate share.
6. The District will make corrections in Phase II payment amounts on the June 15th pay check as needed to correct for changes in amounts received due to deduction changes, staff changes, state regulations, revisions or errors.

2006-2007 SUPPLEMENTARY SALARY SCHEDULE

Based on a BA Base Salary of \$25,629

Basketball Head Coach B/G	14	3588.06
Baseball Head Coach B/G	14	3588.06
Track Head Coach B/G	14	3588.06
Volleyball Head Coach	14	3588.06
Wrestling	14	3588.06
Golf	14	3588.06
Wrestling Assistant	10	2562.90
Football Assistant(2)	10	2562.90
Basketball Assistant B/G	10	2562.90
Volleyball Assistant	10	2562.90
Baseball Assistant B/G	10	2562.90
Track Assistant B/G	10	2562.90
Jr. High Football (2)	7.0	1794.03
Jr. High Basketball B/G	7.0	1794.03
Jr. High Volleyball	7.0	1794.03
Jr. High Track B/G	7.0	1794.03
Jr. High Baseball B/G	7.0	1794.03
Jr. High Wrestling	7.0	1794.03
Instrumental Music	14	3588.06
Vocal Music (Inc. Musical)	14	3588.06
Speech	7	1794.03
Annual	8	2050.32
School Plays (Per Play)	7	1794.03
Cheerleader Sponsor	7	1794.03
Newspaper Sponsor	7	1794.03
Academic Bowl	8	2050.32
Math Bee	7	1794.03
Dance Squad	7	1794.03
Summer Drivers Education	\$85/Student	Whomever
Activity Bus Chaperon	\$28/Trip	Whomever
Timekeeper 1/Varsity BB,FB,\$25/Session		Whomever
Scorekeeper 1/Varsity BB,		
Volleyball	\$25/Session	Whomever
Announcer 1/Varsity FB,		
Track	\$25/Session	Whomever
Ticket Takers	\$25/Session	Whomever
Jr. High Ticket Takers	\$15/Session	Whomever
\$25.00 per Football Game and an additional \$15.00 for a third Basketball Game		
<u>Advisors</u>		
7th Grade	\$200.00	
8th Grade	\$200.00	
9th Grade	\$325.00	
10th Grade (2)	\$475.00	
11th Grade (2)	\$900.00	
12th Grade	\$500.00	
National Honor Society	\$475.00	
Student Council	\$475.00	
Spanish Club	\$475.00	

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2		
3	Art Club	\$475.00
4	FHA	\$475.00
5	FFA	\$475.00
6	Elem. Student Council	\$250.00
7	JH Student Council	\$250.00
8		

9 *If a contracted employee agrees to coach/sponsor more than one supplemental
10 activity, he/she will receive an additional 1.5% of the BA base salary. Two or
11 more supplemental positions must include at least one position that is a percentage
12 of the base to receive the additional 1.5%.
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Salary Scattergram for 2006-07
Base of \$25,629 Increment of \$750

Steps	BA	BA6	BA12	BA24	MA	MA15	MA30
1	25,629	26,004	26,379	27,129	27,879	28,629	29,379
2	26,379	26,754	27,129	27,879	28,629	29,379	30,129
3	27,129	27,504	27,879	28,629	29,379	30,129	30,879
4	27,879	28,254	28,629	29,379	30,129	30,879	31,629
5	28,629	29,004	29,379	30,129	30,879	31,629	32,379
6	29,379	29,754	30,129	30,879	31,629	32,379	33,129
7	30,129	30,504	30,879	31,629	32,379	33,129	33,879
8	30,879	31,254	31,629	32,379	33,129	33,879	34,629
9	31,629	32,004	32,379	33,129	33,879	34,629	35,379
10	32,379	32,754	33,129	33,879	34,629	35,379	36,129
11	33,129	33,504	33,879	34,629	35,379	36,129	36,879
12	33,879	34,254	34,629	35,379	36,129	36,879	37,629
13	34,629	35,004	35,379	36,129	36,879	37,629	38,379
14	35,379	35,754	36,129	36,879	37,629	38,379	39,129
15	36,129	36,504	36,879	37,629	38,379	39,129	39,879
16	36,879	37,254	37,629	38,379	39,129	39,879	40,629
17	37,629	38,004	38,379	39,129	39,879	40,629	41,379
18	38,379	38,754	39,129	39,879	40,629	41,379	42,129
19	39,129	39,504	39,879	40,629	41,379	42,129	42,879
20	39,879	40,254	40,629	41,379	42,129	42,879	43,629
21	40,629	41,004	41,379	42,129	42,879	43,629	44,379
22			42,129	42,879	43,629	44,379	45,129
23				43,629	44,379	45,129	45,879
24					45,129	45,879	46,629

Lone Tree Community School Certified Teacher and Board of Education Agreement

The following items are not Master Contract changes, but are being provided by the Board of Education for 2006-2007 school year.

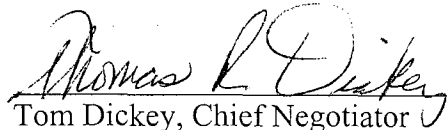
1. Dental Insurance: Continued from previous year.
2. One-Year Agreement (2006-2007) to reimburse employees (\$50.00) per day for unused Personal Leave Days.
3. Automatic Deposit: Will be available for 2006-2007 academic school years.
4. One-Year Agreement (2006-2007) to pay \$20.00 per year of experience increase for positions that pay 14% and 10% on the supplemental scale. Must stay in the same said position in order to get \$20.00 increase per year.



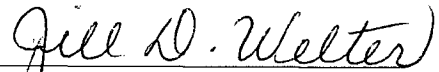
Michael Reeves, Superintendent



Jim Loan, Board President



Tom Dickey, Chief Negotiator



Jill Welter, 2005-2006
LTEA President